OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

Notification dated 10th March 1929.

It is hereby notified for general information that the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1929 to 30th June 1931, in the undermentioned taluks will be sold talukwar, hobliwar, firkawar or in smaller units as the case may be, by public auction in the Court Hall of the Deputy Commissioner's Office at Bangalore on Wednesday, the 3rd April 1929, by the Deputy Commissioner, Bangalore District, with the help of the District Forest Officer of the same District.

N.B.—(1) Such of the District Forest Officers of the other Districts as are deputed by the Chief Conservator of Forests will also be present at the sales.

(2) *Will be sold Firkawar.

(3) If the majority of the bidders present at the sales desire that any other Taluk not marked with asterisk is to be sold firkawar, it will be done so.

The sales of the several Districts and Divisions, will be held in the order in which they are shown below :—

Taluk Comprised.

(1) Mysore District.—
1 Mysore
2 Heggaddevankote
3 Hunsur
4 Yedatore
5 Krishnarajpete
6 Nagamangala
7 Mandya
8 Malvalli
9 Seringapatam
10 French Rocks Sub-Taluk
11 Nanjangud
12 Gundlupet
13 Chamarajanagar
14 T.-Narsipur
15 Periyapatna Sub-Taluk

(2) Bangalore District.—
1 Bangalore
2 Hoskote
3 Devanhalli
4 Dodballapur
5 Kankanhalli
6 Magadi
7 Anekal
8 Channapatna
9 Nelamangala
10 Closepet

(3) Kolar District.—
1 Kolar
2 Mulbagal
3 Chintamani
4 Bagepalli
5 Sidlaghatta
6 Srinivaspur
7 Goribidnur
8 Chikballapur
9 Bowringpet
10 Malur
11 Gudibanda Sub-Taluk

(4) Tumkur District.—
1 Tumkur*
2 Madhugiri*
3 Pavagada*
4 Sira*
5 Chiknayakanhalli*
6 Tiptur*
7 Gubbi*
8 Kunigal*
9 Koratagere
10 Turuvekere Sub-Taluk

(5) Chitaldrug District.—
1 Chitaldrug*
2 Challakere*
3 Jagalur
4 Hiriyur*
5 Holalkere
6 Davangere
7 Molkalmuru*
8 Hosdurga*
9 Harihar Sub-Taluk

(6) Hassan District.—
1 Hassan
2 Channarayapatna
3 Hole-Narsipur
4 Arkalgud
5 Belur
6 Manjarabad
7 Arsikere
8 Alur Sub-Taluk

(7) Kadur Division.—
1 Mudgere
2 Chikmagalur
3 Kadur
4 Koppa

(8) Bhadravati Division.—
1 Tarikere
2 Narasimharajapura Sub-Taluk
3 Channagiri

(9) Shimoga Division.—
1 Shimoga
2 Honnali
3 Tirthahalli
4 Kumsi Sub-Taluk

(10) Sagar Division.—
1 Sagar
2 Sorab
3 Shikarpur
4 Nagar

Remarks.—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N. B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 12 NOON, and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the sale amount including the deposit already made together with local, railway and other cesses, if any, *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold, Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed, by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the monies already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall before entering, on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—(2) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows :—

1st	instalment	on or before	1st November 1929.
2nd	do	do	1st March 1930.
3rd	do	on the	1st July 1930 or the next working day if 1st July 1930 is a general holiday.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself, responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agent or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928 shall be used.

Note.—(2) Unused license and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931 all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequently excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

B. V. RAMAIENGAR,
Chief Conservator of Forests.

BANGALORE DISTRICT.

Abstract Notification dated 10th March 1929.

It is hereby notified for general information that a quantity of about 1,000 C.ft. of sawn materials (rafters, etc.,) of different sizes and 30,000 R.ft. of reepers will be sold by public auction on Sunday, the 17th March 1929, between 2-30 P.M. and 5 P.M., at the Government Timber Depot, New Bamboo Bazaar (behind Usmania Theatre), Bangalore City, by the District Forest Officer, Bangalore.

Further particulars, *vide* Notification dated the 11th April 1927, published on pages 286 287, Part VI of the *Mysore Gazette*, dated 14th April 1927.

M. A. VARADACHAR,
District Forest Officer.

KOLAR DISTRICT.

Notification dated 8th March 1929.

The right of cutting and removal of firewood in the State Forests and Plantations as noted against each will be sold in public by the District Forest Officer, Kolar District or the Range Officer, concerned on the dates and at places specified below:—

The sales shall commence at 2 P.M. on the date of sale:—

Name of Range	Plantation	No. of coupe	Area in acres	Place and date of sale
Bowringpet ...	1. Old Kurandahalli ...	1	15	Malur, 25th March 1929
	2. Marasandra ...	2	20	Do
	3. Ramachandrapura ...	2	20	Do
	4. Dinneri ...	2	20	Do
	5. Vakkaleri ...	2	60	Do
	6. Native State Forest ...	6	100	Do

1. The sale is subject to the confirmation of the District Forest Officer, Kolar District, or the Chief Conservator of Forests in Mysore, when the sale proceeds exceed Rs. 500 in each case.

2. The officer holding the sale reserves to himself the right to accept or reject the bids without assigning any reason for so doing.

3. Each bidder shall deposit with the sale conducting officer, a sum of Rs. 25 as earnest money before he is permitted to bid, which will be returned to him at the close of the sale, if his bid is rejected. Soon after the sale is over, the successful bidder shall pay such amount as will, together with the earnest money paid by him, make up one-fourth the sale amonnt if the sale amount exceeds Rs. 200 or the full sale amount in other cases, plus the whole of local, Railway and Education cesses at Re. 0-1-0, 0-0-3 and 0-0-6 per rupee respectively on the entire sale amount; failing which a re-sale will be held on the spot at the risk of the original purchaser. If there be any loss by such re-sale, the deficit amount will be recovered from the defaulter as an arrear of land revenue. The defaulter shall not participate in any profit that may accrue by re-sale.

4. Within a week from the intimation of the confirmation of the sale the purchaser shall credit the balance of sale amount, if any, to the nearest Taluk Treasury and shall execute an agreement binding himself to observe the conditions that will be read out at the time of sale. As soon as the agreement is executed permission will be given to the contractor to exploit the coupes and he must start the work within a week thereafter duly furnishing the Range Forest Officer, concerned and the District Forest Officer, Kolar District, with a list of agents and coolies employed by him for the purpose of felling and removal of firewood. He must deposit Rs. 50 or one-fourth of the sale amount whichever is less, as security deposit for the due fulfilment of conditions of the agreement, which will be forfeited in part or full, for the breach of all or any of the conditions.

5. If he fails to make payments or execute the agreement as mentioned above, he shal forfeit his deposit or any other amount that he might have paid up to the date of his default and forego his claim to the produce, which will be resold at his risk but without participating in any profit that may accrue.

6. All arrears that become due from the defaulter will be recovered as arrears of Land Revenue under Section 79 of the Mysore Forest Regulation.

7. Fuel cut and collected must all be stocked at places prescribed by the Range Officers concerned in or near each coupe and must be removed after inspection by the Range Officer. The consignment while under transit should be covered by a pass issued by the Department The said cart loads and passes shall be presented for examination at such places as may be assigned by the District Forest Officer.

8. Fellings must be confined to trees other than Sandal, Sandal hosts, trees yielding Minor Forest Produce and also other trees marked and numbered by the Department.

9. Special care, while felling, should be taken for the due protection of trees specified in para 8 *supra*. For such cutting or damage to trees, the contractor is liable to pay a fine of Rs. 10 each.

10. No fellings or removals will be allowed during fire season. All produce paid for by the purchaser should be cut and removed before the end of April 1928 to permit the areas

being prepared for regeneration. No felling or removal will be allowed after that date on any account and all trees which have been left un-cut after the due date shall be forfeited to Government. The entire produce should also be removed out of the limits of the plantation before the due date.

11. The trees must be felled and coppiced in one operation.

12. No produce shall be carted from or through any portion of the Plantation before sunrise or after sunset nor through such areas as will be specially prohibited by the Range Officer or the District Forest Officer.

13. Neither the purchaser nor his employees shall convey or kindle any fire within 200 yards of the plantation. The contractors, his agents and coolies must help the Department in extinguishing accidental fires inside the plantation.

14. In all cases of complaints preferred by the purchaser, the decision of the Chief Conservator of Forests in Mysore, shall be final.

15. The purchaser shall make his own arrangements for watch and ward of his produce and the Department is not responsible for it.

L. P. MASCARENHAS,
District Forest Officer.

BHADRAVATI FOREST DIVISION.

Notification dated 9th March 1929.

Notice is hereby given under section 40 of the Mysore Forest Regulation, that the following teak pieces which were found in the places noted in the undermentioned schedule and do not bear any number or the mark of sold stamp, have been seized by the Range Officer and left in the custody of the Patels. Persons having any right to this timber are requested to submit a statement of their claims to the District Forest Officer, Bhadravati, within one month from the date of publication of this notice failing which the teak pieces will lapse to Government under section, 42 of the said Regulation.

Schedule.

Place	Kind	No.	Length	Girth	C.ft.	Remarks
1. Mavinahalli ...	Teak pieces...	1	4--6	5— 7	8	Kept in the custody of patel, Mavinkatte, Channagiri Taluk.
	..	2	7—6	2-- 9	3	
	...	3	4—9	2— 0	1	
Halla (Channagiri Taluk).		4	5—6	2—10	3	
	...	5	18—9	3— 3	10	
Total ...		5	...	...	25	
	Joldhal District Jungle.					
Joldhal District Jungle	Teak ..	1	27—0	2—9	8	Do of Patel, Lakshmappa of Joldhal.
	..	2	2—8	4—2	3	
	...	3	2—8	3—5	2	
	..	4	2—8	4—0	3	
	...	5	2—8	3—5	2	
Total ...	5	...	...	...	18	
Grand Total ...	10	...	...	...	43 C,ft.	

K. REVANNA,
District Forest Officer.